Case Number: TUR1/963(2016)
26 July 2016

CENTRAL ARBITRATION COMMITTEE

TRADE UNION AND LABOUR RELATIONS (CONSOLIDATION) ACT 1992

SCHEDULE A1 - COLLECTIVE BARGAINING: RECOGNITION

DETERMINATION OF THE BARGAINING UNIT

The Parties:

GMB

and

Carillion PLC

Introduction

1. GMB (the Union) submitted an application dated 28 April 2016 to the CAC that it should be recognised for collective bargaining purposes by Carillion PLC (the Employer) for a bargaining unit comprising "All cleaning operatives working for Carillion at Nationwide House Swindon". The location of the bargaining unit was given as "Nationwide House, Pipers Way, Swindon, Wiltshire SN3 1TA". The application was received by the CAC on 24 May 2016 and the CAC gave both parties notice of receipt of the application on 25 May 2016. The Employer submitted a response to the CAC dated 1 June 2016 which was copied to the Union.

2. In accordance with section 263 of the Trade Union and Labour Relations (Consolidation) Act 1992 (the Act), the CAC Chairman established a Panel to deal with the case. The Panel consisted of Professor Gillian Morris, Panel Chair, and, as Members, Mr Len Aspell and Ms Bronwyn McKenna. The Case Manager appointed to support the Panel was Nigel Cookson and for the purposes of this decision, Miss Sharmin Khan.

3. By a decision dated 13 June 2016 the Panel accepted the Union's application. The parties then entered a period of negotiation in an attempt to reach agreement on the appropriate bargaining unit. As no agreement was reached, the parties were invited to supply the Panel with, and to exchange, written submissions relating to the question of the determination of the appropriate bargaining unit. The hearing was held on 19 July 2016 and the names of those who attended the hearing are appended to this decision.

4. The Panel is required, by paragraph 19(2) of Schedule A1 to the Act (the Schedule), to decide whether the Union's proposed bargaining unit is appropriate and, if found not to be appropriate, to decide in accordance with paragraph 19(3) a bargaining unit which is appropriate. Paragraph 19B(1) and (2) state that, in making those decisions, the Panel must take into account the need for the unit to be compatible with effective management and the matters listed in paragraph 19B(3) of the Schedule so far as they do not conflict with that need. The matters listed in paragraph 19B(3) are: the views of the employer and the union; existing national and local bargaining arrangements; the desirability of avoiding small fragmented bargaining units within an undertaking; the characteristics of workers falling within the bargaining unit under consideration and of any other employees of the employer whom the CAC considers relevant; and the location of workers. Paragraph 19B(4) states that in taking an employer's views into account for the purpose of deciding whether the proposed bargaining unit is appropriate, the CAC must take into account any view the employer has about any other bargaining unit that it considers would be appropriate.

Matter clarified prior to the hearing

5. In a covering letter to its written submissions dated 12 July 2016 the Employer stated that as a result of enquiries caused by the Union’s application to the CAC there had been clarification of an existing agreement in force between the Employer and the Nationwide Group Staff Union (NGSU) which the Employer stated covered all employees of the Employer providing services to Nationwide under its Facilities Agreement with Nationwide. The Employer said that it regretted not having made clear the existence of this agreement previously in its response to the Union’s application but said that NGSU coverage had not been identified as an issue until the NGSU was consulted for this application. The Employer said that the NGSU intended to raise this issue directly with the Union with the view, if needs be, of approaching the TUC, and the Employer said that it did not see that the hearing could

proceed as listed. In a letter to the parties dated 13 July 2016 the Case Manager informed the parties that the Panel Chair had directed that the hearing should proceed as arranged. On 15 July 2016 the Case Manager received an email from the General Secretary of the NGSU. Having consulted the Panel Chair the Case Manager informed the parties, in a letter dated 18 July 2016, that he did not propose to respond to this unsolicited email but that he was sending a copy to the parties and the Panel in the interests of transparency. At the Panel Chair's request the Case Manager also made clear to the parties, for the avoidance of doubt, that the sole purpose of the hearing was to assist the Panel to decide whether the Union's proposed bargaining unit is appropriate and, if found not to be appropriate, to decide a bargaining unit which is appropriate.

Summary of the Union's submissions

6. The Union submitted that its proposed bargaining unit was an appropriate bargaining unit. The Union submitted that it was compatible with effective management. The Union said that the workforce of 20 cleaners at Nationwide House was a very stable work unit and that most of the staff had worked there for several years. The Union said that all these cleaners were on the same grade and had the same pay and terms and conditions of employment and that, although management had said that the staff could in theory be temporarily deployed at other sites in Swindon, in practice this did not happen. The Union said that the managers who supervised the cleaners were based at Nationwide House, and disciplinary hearings and grievances were dealt with by managers at that site. The Union said that, although there was a national holiday policy, the discretionary implementation of that policy was based upon decisions made by managers at Nationwide House affecting only the proposed bargaining unit.

7. The Union contended that the Employer itself had historically treated these workers as a distinct group and that this showed that to do so was not incompatible with effective management. The Union said that on 11 April 2016 the Employer had announced a proposed change of hours from daytime to twilight cleaning for cleaners at Nationwide House and exhibited a letter to staff which invited them to an initial consultation meeting the day after this announcement. The Union stated that the change from daylight to twilight cleaning affected cleaners at Nationwide House exclusively and that this separated them from the Nationwide cleaners elsewhere. The Union said that the proposed change had led to an

industrial action ballot by the Union following which the Employer had withdrawn the proposal.

8. The Union said that on 5 July 2016 the Employer's contract manager and local managers had met at Nationwide House together with all the staff in the bargaining unit and two officers of the Union to discuss issues relating to holidays. At this meeting it had been agreed that, whatever the Employer's national holiday policy, holiday approvals for this group would continue to be a matter for local management discretion and that nothing had changed in this regard. Both the Union and the Employer agreed at the hearing that this had been a productive meeting which had clarified the Employer's approach to granting extended leave, an important issue for many of these workers.[1]

9. The Union stated that it already had recognition for security guards at Nationwide House, who came under the Employer's same overall contract manager as the cleaners, and that this had led to a good and productive relationship with the Employer. The Union acknowledged that the collective agreement governing the Employer's security staff at Nationwide was a national agreement but said that the bulk of security staff deployed at Nationwide were based at Nationwide House and that this was also the case for the cleaners. In answer to a comment from the Employer the Union said that by this it meant that the biggest single group of cleaners worked at Nationwide House (20 out of the total 90, the remainder being divided among 17 other sites). The Union accepted the Employer's statement that 17 out of approximately 42 security staff were based at Nationwide House. The Union said that the shop stewards for security staff were based at Nationwide House and that negotiations on terms and conditions for all security staff covered by the Employer's contract with Nationwide had taken place at Nationwide House. The Union said that the recognition agreement for security staff showed that there was already one separate bargaining unit within the Facilities Agreement.

10. The Union submitted that, as a company that actively bid for outsourced work, the Employer was used to dealing with different sets of terms and conditions and pay rates, not only between contracts but within contracts themselves, often as a result of legacy issues. The

[1] In its written submissions the Union stated that the Employer's manager for staff within the proposed bargaining unit had negotiated an agreement relating to extended leave for this group of staff in 2004. At the hearing the Employer said that it did not have a contract with Nationwide in 2004 and the Union accepted that.

Union submitted that the idea that the Employer could not manage such arrangements or that they would hinder effective management would call into question its entire strategy of bidding for contracts on the understanding that cost savings would be achieved by the utilisation of new pay rates and reduced terms and conditions for new starters. The Union said that the Employer's HR staff worked remotely across the Employer's organisation and therefore the fact that there were no HR staff based at Nationwide House itself would not be a problem. The Union submitted that national companies with centralised policies could, and did, function effectively with smaller separate bargaining units and that these co-existed with effective management. The Union submitted that the Employer employed some 21,000 employees in Britain and dealt with numerous recognition agreements so it was not the case that it could not manage recognition for the proposed bargaining unit; it simply did not want to do so. The Union submitted that *R (Kwik-Fit (GB) Ltd*) v *Central Arbitration Committee*[2] made clear that simply because a large national company operated a uniform set of policies this did not in itself mean that a single site recognition agreement would result in fragmentation. The Union denied that there was a risk of fragmentation in this case. The Union said that, of the 18 sites covered by the contract, 11 of those sites had three or fewer cleaning operatives employed there and it would not be practicable for the Union to seek separate bargaining arrangements for such sites.

11. The Union submitted that the document submitted by the Employer headed "Recognition and Procedure Agreement between Carillion Business Services Ltd and Nationwide Group Staff Union" was not in force as there had been no collective negotiations, meetings or exchange of information during the time that the cleaning staff had been employed by the Employer. The Union also made further comments on the Employer's submissions that the NGSU had sole recognition for the workers in the proposed bargaining unit which are recorded in paragraphs 20 and 21 below. The Union said that it had contacted the NGSU about the dispute on working hours referred to in paragraph 7 above and had received no response. The Union said that had the NGSU been recognised for the cleaning operatives it would have expected the NGSU to have informed it of this. The Union pointed out that the Employer itself had been unaware of any recognition agreement with the NGSU at the time that it had responded to the Union's application to the CAC on 1 June 2016.

[2] [2002] EWCA Civ 512.

12. The Union submitted that the workers within its proposed bargaining unit were a geographically distinct group.

Summary of the Employer's submissions

13. The Employer explained that it was a provider of Integrated Facilities Management to over 150,000 properties across the UK, Canada and the Middle East and had significant contracts with customers in Central and Local Government and the oil and gas, utilities, aviation and financial services sectors. Amongst other clients, it provided facilities management services to Nationwide Building Society ("Nationwide") under the terms of a Facilities Agreement dated 1 April 2008 (the "Contract"). Under the Contract, the Employer was responsible for providing engineering, security, cleaning and other facilities management services to Nationwide across 18 UK sites located in Swindon, London, Newbury, Wakefield, Bournemouth, Sheffield, Northampton and Dunfermline. In answers to questions from the Panel the Employer stated that cleaning operatives at Nationwide had transferred to the Employer in 2012, having previously been employed by Mitie and Pall Mall.

14. The Employer stated that there were currently 90 cleaning operatives (excluding managers, supervisors and team leaders) who were working for the Employer on the Contract, of whom 20 were in the proposed bargaining unit. The breakdown at each site was as follows:

Site Location	**No. of staff**
Hawksworth House	2
Nationwide House	20
Newcombe House	2
Nokia House	1
Trilogy	2
Kingbridge House	3
Pegasus House	3
Optimus	9
Swindon Technical Centre	1
Wakefield House	7

Hogarth House	2
1TNS	7
Newbury Data Centre	1
Paragon, Wakefield	3
Portman House, Bournemouth	6
Bakers Pool, Sheffield	3
Northampton Admin Centre	13
Dunfermline	5
Total	90

The Employer submitted that the only appropriate bargaining unit comprised cleaning operatives at all Nationwide sites covered by the Contract and not just those based at Nationwide House, Swindon. The Employer stated that it recognised the Union for security personnel at all locations covered by the Contract following a TUPE transfer from G4S and that this agreement supported its contention that the only appropriate bargaining unit was cleaning operatives covered by the Contract.

15. The Employer contended that the proposed bargaining unit was incompatible with effective management. The Employer stated that it operated and managed the Contract centrally and it was essential that the cleaning operatives were integrated across all of the sites for the effective running of the business. The Employer stated that the cleaning operatives at Nationwide House were not treated as a separate entity in relation to pay, terms and conditions as alleged by the Union. The Employer acknowledged that there were some variations in terms and conditions between staff but explained that this was a legacy of TUPE transfers and was not a consequence of differential treatment based on the site at which individuals worked. The Employer said that there was a standard contract for new employees. The Employer stated that, as from 1 April 2016, all cleaning operatives working on the Contract were paid the Living Wage promoted by the Living Wage Foundation and this had harmonised pay rates for all but a small number (possibly four), who were entitled to a higher rate. The Employer stated that all cleaning operatives were entitled to the same amount of holiday across the Contract and there was a national holiday policy although the implementation of that policy was subject to discretion at local level. The Employer stated that the working patterns of staff at Nationwide House were similar to those at other sites and

they were subject to the same policies and procedures and worked to the same service standards across all of the sites. The Employer said that communications to staff were not generally delivered on a site by site basis, unless they raised only locally relevant matters, but were centrally managed to all staff on all sites under the Contract as the usual principle. Locally addressed matters would not cover issues such as terms and conditions of employment, but would be about routine day to day management of the services delivered.

16. The Employer contended that the proposed bargaining unit was not autonomous, being part of a single contract, and that the bargaining unit should reflect its integrated management structure. The Employer stated its managers at Nationwide House were relatively junior and had no authority to negotiate terms and conditions of employment. The Employer explained that the supervisor of the cleaning operatives at Nationwide House reported to a Facility Manager, who was three levels below the Account Lead for the Contract. The Employer said that the Account Lead was the accountable individual for the Contract but that even he would need to make a business case to more senior management for changes in terms and conditions. The Employer said that the Facility Manager considered holiday allocations in the first instance but applications for extended leave required approval at a more senior level although no such applications, to its knowledge, had been rejected. The Employer said that managers at Nationwide House conducted initial investigations relating to disciplinary and grievances issues but hearings would be conducted by a manager on another contract within that region and more senior managers within the Employer's organisation would deal with the second stage of each procedure. The Employer stated that the HR function was integrated across all of the sites on the Contract and if cleaning operatives at Nationwide House were to be treated wholly separately, then this would result in waste of management time, inconvenience and expense. The Employer explained that its HR function was based in a variety of locations, including Wolverhampton, Bristol and Bath, but that HR personnel worked on a mobile basis and for the purposes of the Contract often travelled to Swindon to work at Nationwide House

17. The Employer said that the proposal to change from daylight to twilight cleaning had been initiated at Nationwide House in the first instance but that had been its intention to roll out this change to the other sites covered by the Contract as evidenced by its letter to employees of 11 April 2016. In the event the change had been temporarily suspended owing to staff protests and there had been no consultation on changing hours at any other site but the

Employer said that it remained its intention to introduce this change across the Contract at a later date. The Employer confirmed that the change would involve a change to cleaning operatives' terms and conditions, affecting both working patterns and, in some cases, reducing the total number of hours worked. The Employer said that its commercial contract with Nationwide terminated at the end of September 2016; that it was hoping to enter a further contract; and that it had put changes in service provision on hold pending clarification of the position.

18. The Employer contended that the meeting of 5 July 2016 referred to by the Union (see paragraph 8 above) did not mean that the Employer was entering into collective bargaining with that bargaining unit. The Employer said that the cleaning operatives had lodged individual grievances about what was perceived to be a change in the Employer's holiday policy and the Employer had intended to deal with these grievances on an individual basis. The Employer said that staff had told it that they did not want one-to-one meetings, and the Union had indicated that it would organise a public protest unless it could attend a meeting about the issue. The Employer had decided, therefore, to invite the Union and staff collectively to a meeting which had enabled matters to be clarified and an agreement to be reached. The Employer agreed with the Union that this meeting had been productive.

19. In its written submissions the Employer had stated that if required cleaning operatives could and did work at different sites if needed to cover periods of absence. In answer to questions from the Panel the Employer said that some staff worked at other sites covered by the Contract but that this occurred at their request and was in addition to their work at Nationwide House. The Employer confirmed that cleaning operatives did not have a mobility clause in their contract. The terms and conditions on which staff undertook additional work were the same as those governing their core role.

20. The Employer said that it understood the desire of the Panel to confine the hearing to the issue of the appropriate bargaining unit but that the agreement between the Employer and the NGSU referred to in paragraph 5 above could not be ignored as it was relevant both to the question of effective management and to existing national and local bargaining arrangements under paragraph 19B(3). The Employer apologised for not having drawn the existence of the agreement to the attention of the Panel at an earlier stage of the application; this error had been caused by staff changes at the Employer. The Employer said that the NGSU Agreement

had been entered into in/around September 2010 and covered all employees of the Employer providing services to Nationwide under the Contract. The Employer included a copy of a document headed "Recognition and Procedure Agreement between Carillion Business Services Ltd and Nationwide Group Staff Union" with its written submissions. Members of the Panel pointed out to the Employer that this document was unsigned, undated and incomplete in that it referred to items for negotiation being listed in Appendix B but no Appendix B was included in the document. The Panel also pointed out that there was an email at the back of the document exhibited dated 9 September 2010 from the Employer's HR Business Partner which referred to the need to obtain Director endorsement and signature of the agreement. The Employer said that it had no signed copy of the document on file but that it was clear that it was intended to grant sole recognition to the NGSU.

21. Following an adjournment the Employer sought to admit in evidence a further document which it said would evidence recognition of the NGSU. In answer to a question from the Panel Chair the Union said that it had no objection to this document being admitted and that being so the Panel agreed that it should be admitted. This document, dated July 2008, was headed "Carillion benefits, policies and terms & conditions (contractual and non contractual) for employees on Nationwide contracts upon transfer to Carillion Services Ltd" and stated, among other matters, "NGSU recognition agreement transfers". This document had been sent as an attachment to an email dated 17 July 2008 headed "To everyone in Facilities Operations potentially transferring to Carillion". The first sentence below the heading read "I am very pleased to be able to share with you details of the agreements reached with the Nationwide Group Staff Union (NGSU) so far on a number of benefits, policies, and terms & conditions that will apply to Nationwide employees who transfer to Carillion Services Ltd". In answer to the submission of the Union that these documents merely showed the Employer's understanding of the legal minimum requirements on a transfer and were silent on new joiners, the Employer contended that the recognition agreement with the NGSU applied to anyone who subsequently joined its employment at Nationwide. However the Employer also contended that the 2010 agreement with the NGSU was intended to broaden the scope of recognition and that cleaning operatives who transferred to the Employer in 2012 were clearly covered by that agreement. In answers to questions from the Panel, the Employer confirmed that there had been no collective bargaining with the NGSU in relation to cleaning operatives.

22. The Employer submitted that the desirability of avoiding small fragmented bargaining units within an undertaking was of particular importance in this case. The Employer referred the Panel to the case of *R (Cable & Wireless Services UK Limited) & Central Arbitration Committee & The Communication Workers Union* (2008) EWHC 115 (Admin), in which Mr Justice Collins stated at [17]:

> Small fragmented units are regarded as undesirable in themselves. However, it is obvious that the real problem is the risk of proliferation which is likely to result from the creation of one such unit. Hence it is important to see whether such a unit is self-contained. Fragmentation carries with it the notion that there is no obvious identifiable boundary to the unit in question so that it will leave the opportunity for other such units to exist and that will be detrimental to effective management.

The Employer said that its key concern was that if the cleaning operatives at Nationwide House were recognised as a separate bargaining unit there was a very real risk that there would be fragmentation of the rest of the workforce across the Contract. There was also a very real risk that the cleaning operatives at each of the other sites would then also want to be treated differently and separately from the others. If there were a number of different bargaining units across the contract locations then it would make collective bargaining unworkable. This would potentially give rise to the problems of competition and inappropriate comparisons between negotiations of relevant trade unions for employees who should in all fairness be dealt with consistently as one large unit, as currently was the case. The amount of management time and resources needed to deal with fragmented collective bargaining would conflict with effective management. The Employer acknowledged that it was accustomed to dealing with staff at different locations but said that a bargaining unit of 20 workers would be abnormally small and fragmented. The Employer emphasised that it had no objection to working with unions and said that the recognition agreement for security staff worked well but this was because it related to workers across the contract with Nationwide not solely those in one location.

Considerations

23. The Panel is required, by paragraph 19(2) of the Schedule to the Act, to decide whether the proposed bargaining unit is appropriate and, if found not to be appropriate, to

decide in accordance with paragraph 19(3) a bargaining unit which is appropriate. Paragraph 19B(1) and (2) state that, in making those decisions, the Panel must take into account the need for the unit to be compatible with effective management and the matters listed in paragraph 19B(3) of the Schedule so far as they do not conflict with that need. The matters listed in paragraph 19B(3) are: the views of the employer and the union; existing national and local bargaining arrangements; the desirability of avoiding small fragmented bargaining units within an undertaking; the characteristics of workers falling within the bargaining unit under consideration and of any other employees of the employer whom the CAC considers relevant; and the location of workers. Paragraph 19B(4) states that in taking an employer's views into account for the purpose of deciding whether the proposed bargaining unit is appropriate, the CAC must take into account any view the employer has about any other bargaining unit that it considers would be appropriate. The Panel must also have regard to paragraph 171 of the Schedule which provides that "[i]n exercising functions under this Schedule in any particular case the CAC must have regard to the object of encouraging and promoting fair and efficient practices and arrangements in the workplace, so far as having regard to that object is consistent with applying other provisions of this Schedule in the case concerned." The Panel's decision has been taken after a full and detailed consideration of the views of both parties as expressed in their written submissions and amplified at the hearing.

24. The Panel's first responsibility is to decide, in accordance with paragraph 19(2) of the Schedule, whether the Union's proposed bargaining unit is appropriate. The Panel notes that it cannot reject the Union's proposed bargaining unit because it feels that a different unit would be more appropriate nor, in considering whether it is compatible with effective management, can it consider whether it is the most effective or desirable unit in that context.[3]

25. The Panel considers that the Union's proposed bargaining unit is not compatible with effective management. The Panel accepts that the Employer takes a uniform approach to the terms and conditions of cleaning operatives employed under the Facilities Agreement with Nationwide. The Panel appreciates that historically these terms and conditions varied between staff as a result of TUPE transfers, and that as a consequence some disparities remain, although these are not in general site specific. However the Panel notes that the

[3] *R* (*Cable and Wireless Services UK Ltd* v *Central Arbitration Committee* [2008] EWHC 115 (Admin), Collins J at [9].

disparity in hourly rates of pay is now confined to a small number of individuals as a result of the Employer's adoption of the Living Wage for cleaning operatives covered by its agreement with Nationwide. The Panel accepts that there is a common approach to terms relating to hours and holiday entitlement, although the implementation of the policy on holidays is subject to discretion at local level. The Panel understands that the proposal to change from daylight to twilight cleaning on which the Employer consulted in April 2016 was confined at that time to Nationwide House but accepts that the Employer's intention was and remains to change working hours at all sites covered by the Facilities Agreement. The Panel also accepts that there is no management structure in place to deal with collective bargaining issues at Nationwide House and that changes in terms and conditions for cleaning operatives are dealt with at a higher level of the Employer's organisation.

26. Having decided that the Union's proposed bargaining unit is not appropriate, the Panel's next responsibility is to decide a bargaining unit which is appropriate. The Panel has determined that the bargaining unit proposed by the Employer, that of cleaning operatives working for Carillion at all Nationwide sites covered by its Facilities Agreement with the Nationwide Building Society, is an appropriate bargaining unit. The Panel considers that this bargaining unit is compatible with effective management. All staff are employed pursuant to a single contract between the Employer and Nationwide which is managed by an Account Lead and there is a clear management structure in place at the level of that contract assisted by a remote HR function. This bargaining unit reflects the scope of the collective agreement in place for security staff, which covers all security staff employed under the Employer's Facilities Agreement with Nationwide irrespective of the site at which they work.

27. The Panel has considered the matters listed in paragraph 19B(3) of the Schedule so far as they do not conflict with the unit to be compatible with effective management. The views of the Employer and the Union, as described earlier in this decision, have been fully considered. The Panel does not consider that there are any existing national or local bargaining arrangements. The evidence produced by the Employer relating to a TUPE transfer to the Employer of Nationwide employees in 2008 summarised the Employer's understanding of its legal obligations to those employees, including the transfer of a recognition agreement with the NGSU, but this document refers only to employees of

Nationwide transferring at that time.[4] The Employer additionally submitted that the scope of recognition had explicitly been broadened in 2010 to give the NGSU sole recognition for all the Employer's workers at Nationwide and that cleaning operatives were therefore covered by that provision when they transferred to the Employer in 2012. The Employer exhibited a document headed "Recognition and Procedure Agreement between Carillion Business Services Ltd and Nationwide Group Staff Union" which the Employer contended constituted a collective agreement which was in force. However the document produced by the Employer was unsigned, undated and incomplete, in that it did not contain the appendix in which the items for negotiation were said to have been listed, and there is no evidence of collective bargaining for cleaning operatives ever having taken place. The bargaining unit set out in paragraph 26 above avoids small fragmented bargaining units and those covered by it work under the same Facilities Agreement and (subject to the qualification in paragraph 25 above) have common terms and conditions. All the workers concerned work within the United Kingdom. The Panel is satisfied that its decision is consistent with the object set out in paragraph 171 of the Schedule.

Decision

28. The appropriate bargaining unit is "cleaning operatives working for Carillion at all Nationwide sites covered by its Facilities Agreement with the Nationwide Building Society". As the appropriate bargaining unit differs from the proposed bargaining unit, the Panel will proceed under paragraph 20(2) of the Schedule to decide if the application is invalid with the terms of paragraphs 43 to 50.

Panel

Professor Gillian Morris, Panel Chair
Mr Len Aspell
Ms Bronwyn McKenna

26 July 2016

[4] The Panel is not required to decide whether, as the Employer contended, that recognition agreement would apply by implication to new joiners as there is no evidence of collective bargaining for cleaning operatives having taken place since the time they entered the Employer's employment in 2012.

Appendix

Names of those who attended the hearing on 19 July 2016:

For the Union

Andy Prendergast	-	GMB Senior Organiser
Carole Vallelly		GMB Regional Organiser

For the Employer

Sarah Hughes	-	HR Director, Corporate and Government Services
Michael Hood	-	HR Director, Carillion Services
Joe McGuffie	-	Account Director
Michael Sippitt	-	Clarkslegal
Alison Flett	-	Clarkslegal